

# Exhibit A



## CASTLE LAW GROUP

A PROFESSIONAL CORPORATION

2 International Plaza  
Suite 900  
Nashville, TN 37217  
(615) 599-6000

August 22, 2016

**Personal, Private & Confidential**

Michael Calabro  
253 Shadow Glen Ct  
Gaithersburg, MD 20878

**Re: Engagement Agreement between Michael Calabro and Castle Law Group,  
PC**

Dear Mr. Calabro:

Thank you for asking our firm to represent you in connection with legal matters concerning your timeshare agreement(s) (the "Timeshare Agreement"), and various matters related thereto (the "Claims"). This document is to confirm our agreement regarding the scope and terms of your engagement of us. This signed document will constitute an "Engagement Agreement" between you (the "Client") and Castle Law Group, PC (the "Firm"). This Engagement Agreement supersedes any and all previous representation(s) and/or agreement(s) relating in any way to the Legal Services made the subject of this Engagement Agreement. Please review this Engagement Agreement carefully and contact us as soon as possible if you have any questions.

1. **Scope of Engagement:** Each of us agrees that as of the date this Engagement Agreement is executed by all parties, Client has engaged the Firm to represent the Client in regards to pursuing a **cancellation** of the Timeshare Agreement(s) referenced above. The scope of this engagement is strictly limited to the activities referenced in this Paragraph 1. The Firm agrees to represent the Client in Client's efforts to secure the cancellation of the Timeshare Agreement between Client and Diamond x 8 (the "Developer"), as well as to pursue the discharge or forgiveness of certain debt that may be owed to Developer by Client, and to pursue if necessary a revision of Client's credit report(s) (Hereinafter corporately referred to as the "Legal Services"). To that end, the Firm will review and analyze all timeshare documents and correspondence between Client and Developer. The

Firm will communicate with the Developer through whatever means necessary in order to perform the Legal Services requested herein.

Client specifically agrees and understands that the Firm can make no assurances or guarantees that Client's indebtedness or credit score will not be negatively affected if Client has or will cease any payments related to the Timeshare Agreements, or should Client decide to cease performance of any other obligation that may be required under the Timeshare Agreement(s).

Client understands and agrees that the Legal Services provided herein and any Client fees relating to such Legal Services does not include the Firm's commencement or participation in any lawsuit, participation or engagement in any litigation, or participation in or initiation of any formal arbitration or mediation services. Client understands that if the Firm chooses, at the Firm's sole discretion, to litigate any claims on Client's behalf, and Client authorizes said services, no additional fees will be required, unless monies are recovered for Client. In that case, the Firm shall be entitled to fees equal to thirty-three and one-third percent (33.3%) of any recovery, less the original fee paid for services. If Client requests the Firm to litigate on Client's behalf, a new Engagement Agreement must be signed by the Client and the Firm, and additional fees may be required.

2. **Client Obligations:** Client agrees to immediately notify the Firm in the event of any of the following:

- Client stops paying mortgage fees, maintenance fees, or any other fee whatsoever Client is contractually obligated to pay in the Timeshare Agreement;
- Client makes the decision to use or attempt to use any timeshare facility owned or operated by opposing Developer, including the use of facilities through a third-party or third-party points program; or
- Client engages in any communication with Developer, a third-party finance company, a third-party debt collector, or any other agent working on behalf of Developer.

Additionally, Client understands the following obligations:

- Client agrees to promptly deliver to the Firm copies of all documents that are in Client's control or reasonably available to them, correspondence, notes, and memos that in any way relate to the Timeshare Agreement (s) and/or Developer. This includes the Client Fact Document, which must be completed in full and returned before the Firm can begin work on the Client's case;
- Client agrees not to engage in any activity, communication, or interaction with Developer or any person associated with Developer without first obtaining the Firm's approval;

- Client agrees not to engage in any activity, communication, or interaction for the purpose of terminating the Timeshare Agreement(s) without first obtaining the Firm's approval; and
  - Client warrants and represents that Client is not presently, and has never been, an employee, agent or representative of any person or entity associated with the timeshare industry.
3. **Term of The Agreement:** This Agreement shall automatically terminate under the following conditions: 1) at such point Client's Timeshare Agreement(s) are cancelled or otherwise terminated, 2) when Client receives an offer from the Developer to terminate the Timeshare Agreement(s), or 3) in the event that the Client fails to perform their obligations to the Firm as outlined in Paragraph 2 of this Engagement Agreement. Upon any such termination, the Firm will not be required to repay or refund any fees described herein. If, however, at the end of 18 months, Client's Timeshare Agreement(s) have not been cancelled, terminated or otherwise rescinded, Client has not received an offer of cancellation from the Developer, or Client's case is not in active negotiations with the Developer, Client can request, in writing to the Firm, within five business days after 18 months from the date this Agreement was signed either a refund of fees paid to the Firm or an extension to the Agreement. If no written request is received, the Agreement will automatically extend for an additional six months. Any cancellation of Client's contract(s) during the term of this Agreement is deemed to have been obtained through the efforts of the Firm.
4. **Legal Fees, Costs, and Expenses:** Client agrees to pay or has paid a fee for services as agreed upon by the parties. Upon execution of this Agreement, Client agrees to pay or hereby represents that Client has paid a fee in the amount of \$11,500.00 (the "Fee"). Client understands and agrees that no services will be performed and the Agreement will not be valid until the Fee has been paid and this Agreement has been signed and returned to the Firm. Any fee Client pays to the Firm is being paid for work completed.
- While the parties hereto understand that the services to be performed by the Firm related to the Cancellation of Client's Timeshare Agreement(s), Client understands that in the event there is additional relief granted in the form of a recovery of monetary damages in conjunction with this cancellation, the Firm will be entitled to the industry standard of a thirty-three and one-third percent (33.3%) contingency fee.
5. **Potential Conflicts of Interest:** Client understands that The Firm represents other persons and firms, and that from time to time conflicts of interest may arise between our clients. If a conflict arises or it becomes reasonably apparent that one may arise with respect to our representation of Client, we will endeavor to notify you and discuss an appropriate resolution, which may require you and/or the other client to engage other legal counsel.
6. **Warrants:** Client understands and agrees that there is no guaranteed result of the Firm's services or that Client will recover money or other property as a result of the Firm's engagement. Client understands and agrees there is no way to determine the time frame in which the Client's case will be resolved and that there is no guarantee regarding the



time required to resolve your Claims. Client understands and agrees that the Firm has not been engaged to provide tax or other legal services other than what has been specifically described in this Engagement Agreement.

Client understands and agrees that the services being performed by the Firm hereunder could result in the cancellation of the Client's use of the Client's timeshare(s) and/or timeshare points by the Developer. Client understands and agrees that any vacations, rentals or other services using the timeshare or timeshare points scheduled by the Client to occur after the effective date of this Engagement Agreement may be cancelled or otherwise terminated by the Developer without notice to Client or the Firm.

Client understands this Engagement Agreement supersedes any previous engagement agreement, contract or representations made by or entered into with the Firm. Client further understands any offer or representation from a previous Engagement Agreement from the firm providing for a money back guarantee is void. Client further understands that in the event Client seeks to decline litigation after the execution of this Engagement Agreement, the Firm will make any and all attempts to withdraw the pending lawsuit(s) and the terms of this Engagement Agreement will remain binding on the Client.

7. **Applicable law, venue, alternative dispute resolution/arbitration:** This Agreement is entered into, governed by and construed in accordance with the laws of the State of Tennessee. Any and all disputes will be resolved in the State of Tennessee. The Firm and Client agree that any controversy or claim arising out of or relating to the Agreement or breach thereof shall be settled solely by arbitration in accordance with the Uniform Rules for Binding Arbitration in effect at the time of initiation of arbitration, and the judgment rendered by the arbitrator may be entered in any court having jurisdiction thereof and shall not be appealable.

We hope this Engagement Agreement provides you with a better understanding of the scope of our representation as well as the fees for such representation. If the terms of the engagement are acceptable, please sign the acceptance below and return it to the Firm. By doing so, you acknowledge that: 1) you have received a copy of this Engagement Agreement; 2) you have had an opportunity to discuss the contents with us and, if so desired, to have it reviewed by independent counsel; and 3) you understand, accept and agree to abide by the terms hereof.

Again, we appreciate the opportunity to represent you and look forward to working with you.

Sincerely,

CASTLE LAW GROUP, PC

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**REVIEWED, AGREED TO AND ACCEPTED:**

DATE: 08/22/2016

DATE: \_\_\_\_\_

Michael Calabro

Client

Client

# Signature Certificate

 Document Reference: MFZYG3IBB4UAIGZDVESGIL

## RightSignature

Easy Online Document Signing



**Michael Calabro**

Party ID: GKC7BKIG34H5D3GRV7992B

IP Address: 150.148.14.96

VERIFIED EMAIL: michael.calabro@fda.hhs.gov

Electronic Signature:

*Michael Calabro*

Multi-Factor  
Digital Fingerprint Checksum

8f608f52a682993a4362305805b3982aeaa07331



### Timestamp

2016-08-22 09:12:11 -0700

2016-08-22 09:12:10 -0700

2016-08-22 09:03:21 -0700

2016-08-22 07:26:09 -0700

### Audit

All parties have signed document. Signed copies sent to: Michael Calabro and Jeff Huddleston.

Document signed by Michael Calabro (michael.calabro@fda.hhs.gov) with drawn signature. - 150.148.14.96

Document viewed by Michael Calabro (michael.calabro@fda.hhs.gov). - 150.148.14.96

Document created by Jeff Huddleston (jhuddleston@castlefirm.com). - 96.60.246.14



This signature page provides a record of the online activity executing this contract.



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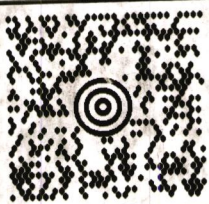
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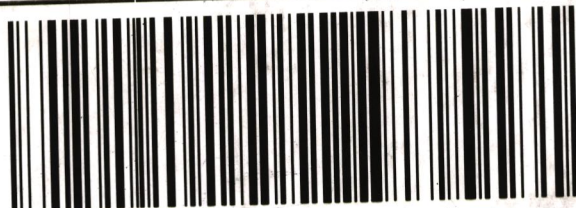
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